

**R14-103**  
**LIMITED ONLINE ACCESS PROGRAM GOVERNMENT**  
**ENTITY MEMORANDUM OF UNDERSTANDING BETWEEN**  
**NEW JERSEY MOTOR VEHICLE COMMISSION**  
**AND BOROUGH OF MERCHANTVILLE**

**WHEREAS**, the State of New Jersey, Motor Vehicle Commission, hereinafter called the “Commission”, makes, maintains or keeps on file as required by law certain driver license, vehicle, and vessel records of individuals licensed and vehicles and vessels registered in this State; and

**WHEREAS**, the Commission also maintains, as an administrative convenience, a computer record of the aforementioned records, hereinafter called the “database”; and

**WHEREAS**, the database is not a public record and the information in the database is not required to be released under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq.(P.L. 2001, c404), but may be released at the discretion of the Commission in such manner as may be determined by the Commission to be administratively appropriate and in accordance with applicable laws and regulations; and

**WHEREAS**, the Commission in its discretion has established a Limited Online Access Program, hereinafter called the “Online Program,” to provide certain information contained in the database, via electronic communications, to businesses or public entities that demonstrate a beneficial interest in and legitimate business use of the database information; and

**WHEREAS**, the **BOROUGH OF MERCHANTVILLE**, hereinafter called the “Program Participant”, in its application for participation in the Online Program, has demonstrated a beneficial interest and legitimate business use of the database information; and

**WHEREAS**, the provision of such information via electronic communications to the Program Participant is consistent with the laws of the State and with the Commission’s policy to balance the needs of the business community with the privacy needs of the public when providing information from the database.

**NOW, THEREFORE, BE IT UNDERSTOOD AND AGREED** by and between the Commission and the Program Participant that for and in mutual consideration of the covenants herein and pursuant to all federal and State laws and regulations:

**A. GENERAL PROVISIONS**

1. The attached “Application for Online Access to Motor Vehicle Records”, signed by the authorized representative of the Program Participant on **July 23, 2014**, and containing the handwritten notations and initials of the authorized representative of Business and Government Services, hereinafter referred to as the “Application”, is incorporated in and specifically made a part of this Memorandum of Understanding, hereafter referred to as “MOU”.

2. The Program Participant certifies that all statements made and information provided in the Application are true to the best of his or her knowledge.

3. If any of the information contained in the Applications changes during the course of this MOU, the Program Participant shall notify the Commission (NJMVC, Business and Government Services, PO Box 122, Trenton, NJ 08666-0122) within ten (10) days of such changes, in writing.

4. The Program Participant, including each of its employees, shall use the information provided by the Commission pursuant to this MOU only for the purposes explicitly set forth by the Program Participant and not stricken by the authorized representative of Business and Government Services on the Application, hereinafter referred to as “the Permitted Purposes” as set forth in paragraph 6 of this section.

5. The Program Participant may apply for approval of additional uses of the information provided under this MOU by submitting a new application form setting forth all intended uses, including those already approved and those for which approval is sought.

6. The Permitted Purpose of this agreement shall be as follows: Program Participant shall pay to the Commission an annual administrative fee of one hundred fifty dollars (\$150.00), payable to New Jersey Motor Vehicle Commission. This is an annual administrative fee for administrative and transaction costs which will entitle Program Participant to access of up to five thousand (5,000) records per calendar year. This fee is due at the end of January in each year. Records accessed in excess of this amount will be billed an additional one hundred fifty dollars (\$150.00) per each five thousand (5,000) record increment. Accounts will be reviewed and billed quarterly and excess quantities of two thousand five hundred (2,500) or greater (above the initial five thousand (5,000) allotment) will be charged as a full five thousand (5,000) increment. Administrative fees are non-refundable.

7. The Program Participant is not entitled to receive, and the Commission will not provide, social security numbers, insurance information or medical information that may be contained in the Commission’s database.

8. Upon the Commission’s processing of the fully executed MOU, the Program Participant will be entitled to establish electronic communications with the Commission, and thereafter to receive from the Commission, via electronic communications, information contained in the database, within the scope of Permitted Purposes and uses as defined in this MOU.

9. If any part, term or provision of this MOU is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of New Jersey or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the MOU did not contain the particular part, term or provision held to be invalid.

10. This MOU shall be governed by the laws of the State of New Jersey, both as to

interpretation and performance, and any action at law, suit in equity or judicial proceeding for the enforcement or breach of this MOU or any provision thereof shall be instituted and maintained in any court of competent jurisdiction in the County of Mercer, State of New Jersey.

11. Neither this MOU or any interest in this MOU may be assigned or transferred.

12. The terms of this MOU shall be effective upon the signing of the MOU by an authorized representative of each party and shall continue in force and effect for five (5) years from the date of signature by the Commission's Chief Administrator, or until cancelled or amended pursuant to the terms within section "D", MOU Modification and Termination. Upon expiration of the contract, the Program Participant must submit a new application and pertinent supporting documentation for approval in order to have its account status maintained.

## **B. PROGRAM PARTICIPANT'S OBLIGATION**

1. In accordance with the public policy of the State of New Jersey, as set forth in N.J.A.C. 13:18-11.3© and N.J.A.C. 13:18-11.4(f)1, the Program Participant shall not use the information provided by the Commission pursuant to this MOU for the purpose of commercial solicitation or marketing, political canvassing or campaigning or any similar purpose or objective, and shall not provide such information to any purpose or entity which seeks to use such information for any of these purposes. If such marketing effort or solicitation occurs, the Commission may terminate this MOU.

2. While it is understood that the electronic records provided by the Commission will contain the names and addresses of individuals, the Program Participant shall hold such information in confidence and shall use it only in accordance with the terms of this MOU.

3. The Program Participant shall not accumulate, store or build a file from the data obtained from the Commission. However, data may be retained and accessed for administrative and audit purposes only.

4. The Program Participant will not merge any Commission record with any other document gleaned from any other source in order to sell or provide the information to another party as an official Commission record.

5. The Program Participant shall not permit persons other than its authorized employees or agents to use the electronic communications established for the Program Participant pursuant to this MOU.

6. The Program Participant shall take all steps necessary to protect the information and data provided by the Commission under this MOU from theft, unauthorized disclosure or any use not specifically permitted under this MOU. The Program Participant must strictly adhere to both the Federal and New Jersey Driver's Privacy Protection Acts ("DPPA"), 18 U.S.C. 2721 et seq. and N.J.S.A. 39:2-3.3 et seq., incorporated herein by reference.

7. The Program Participant must, within forty-eight (48) hours, of discovery of a security

breach or unauthorized access by any individual whether or not acting on behalf of the Program Participant report such to the Commission unless law enforcement requests that Program Participant not disclose the incident or doing so would impede a law enforcement investigation.

8. Within ten (10) days of receipt of a written request from the Commission, the Program Participant shall furnish to the Commission a certified statement of the manner in which the electronic records provided by the Commission and information contained in them are being used or have been used.

9. The Program Participant shall hold the Commission harmless in the event of any errors or omissions in the information or data furnished under this MOU.

10. The Commission, at its sole option, may, at any time, engage an independent auditor to review and audit the books and records and/or operations of the Program Participant in order to determine compliance with this MOU. The cost of such audit shall be borne by the Program Participant.

11. The Program Participant shall submit all program and administrative fees by check, made payable to the New Jersey Motor Vehicle Commission, and sent to the Motor Vehicle Commission, PO Box 122, Trenton, New Jersey 08666-0122. **Under this Agreement, the Program Participant's full account number shall be indicated on the face of each check. Checks without the full account number will be returned without processing.**

### **C. COMMISSION OBLIGATIONS**

1. The Commission will provide the Program Participant and its authorized employees information, via electronic communications, from the database as permitted under this MOU.

### **D. MOU MODIFICATION AND TERMINATION**

1. This MOU may be terminated by the Commission in its sole discretion upon ten (10) days' notice to the Program Participant, sent to the address provided by the Program Participant on the application, unless otherwise advised by the Program Participant, in writing, sent to the Commission.

2. The Commission may cancel or amend this MOU without prior notice to the Program Participant only if such cancellation or amendment is deemed necessary by the Commission, due to any changed requirement in the law or Commission policy that would prohibit such an MOU, or upon a determination by the Commission that there has been a breach of the integrity or security of the data provided to the Program Participant, or a failure of the Program Participant to comply with established procedures or legal requirements included or incorporated by reference in this MOU.

3. Any breach of the terms of this MOU by the Program Participant will result in the immediate termination of the MOU and the service provided by the Commission under the MOU.

4. This MOU and the service provided to the Program Participant under this MOU shall be terminated by the Commission immediately upon its receipt of a written request for such termination by the Program Participant.

5. This MOU may be amended by mutual consent of the Program Participant and the Commission. Any proposed amendment or modification must be submitted in writing to the other party prior to any formal discussion or negotiation of the issue. Any amendment must be signed by both the Program Participant and the Commission in order to become effective and to modify or change this MOU.

**IN WITNESS WHEREOF**, both parties have caused this MOU to be signed and witnessed.

**IMPROPER COMPLETION OF THIS PAGE WILL DELAY MOU PROCESSING.**

**BOROUGH OF MERCHANTVILLE**

**Witness:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

\_\_\_\_\_  
**Frank M. North**

\_\_\_\_\_  
**Wayne Bauer**

\_\_\_\_\_  
**(Title) Mayor**

\_\_\_\_\_  
**(Title) Police Chief**

**Date:** \_\_\_\_\_

**STATE OF NEW JERSEY  
MOTOR VEHICLE COMMISSION**

**Witness:**

**By:** \_\_\_\_\_  
Katharine A. Tash  
Acting Deputy Chief Administrator  
Motor Vehicle Commission

**By:** \_\_\_\_\_  
James S. Walker  
Director, Business & Government  
Operations

**Date:** \_\_\_\_\_